



## Lunenburg Curling Club

### INFORMED CONSENT, ASSUMPTION OF RISK AGREEMENT, AND RELEASE OF LIABILITY

#### *For Participants Under the Age of Majority*

**WARNING! Parent or Guardian, please read carefully.**

**By signing this document, you will assume certain risks and responsibilities.**

1. This is a binding legal agreement. **Clarify any questions or concerns before signing.**
2. **Parties** refers to the undersigned and shall be read with all changes of number and gender required of the context.
3. As a Participant in the sport of curling and the activities, programs, classes, services provided and events sponsored or organized by:

#### **Lunenburg Curling Club**

including but not limited to: games, tournaments, practices, training, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement:

#### 4. **Disclaimer**

##### **Lunenburg Curling Club**

and their respective Directors, Officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of the facilities in which the Activities take place, representatives, as well as The Town of Lunenburg, which is the owner of the real property (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

5. I am/We are the Parent(s)/Guardian(s) of the Participant and have full legal responsibility for the decisions of the Participant.

#### **Description and Acknowledgement of Risks**

6. The Parties understand and acknowledge that:
  - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life. The sport of curling is played on a sheet of ice, which is slippery, hard, and dangerous;
  - b) A pertinent risk to participating in the sport of curling is the risk of suffering serious head injury should the Participant fall, trip, or stumble onto the ground or ice. It is highly recommended that the Participant wear a helmet at all times when participating in the sport of curling;
  - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction;
  - d) The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, participating in the Activities could increase the Participant's risk of contracting COVID-19.
7. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
  - a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic



injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.

- b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on floors, ice, or other surfaces, extreme weather conditions; travel to and from premises.
- c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within his/her own ability.
- d) Contact: contact with brooms, brushes or curling stones, other equipment, vehicles, or other persons, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.
- e) Advice: negligent advice regarding the Activities.
- f) Ability: Failing to act safely or within his/her own ability or within designated areas.
- g) Sport: the game of curling and its inherent risks, including but not limited to, running, sliding or slipping on the ice surface, delivering the curling stone, skipping or sweeping, stepping onto the ice surface from the walkway or onto the walkway from the ice surface, or stepping over dividers that divide one sheet of ice from the next.
- h) Cyber: privacy breaches, hacking, technology malfunction or damage.
- i) Conduct: His/Her conduct and conduct of other persons including any physical altercation between participants.
- j) Travel: Travel to and from the Activities.

### Terms

- 8. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - a) That when the Participant practices or trains in their own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
  - b) That the Participant's mental and physical condition is appropriate to participate in the Activities and the Parties assume all risks related to the Participant's mental and physical condition;
  - c) To comply with the rules and regulations for participation in the Activities;
  - d) To comply with the rules of the facility or equipment;
  - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring their observations to a representative of the Organization immediately;
  - f) The risks associated with the Activities are increased when the Participant is impaired, and the Participant will not participate if impaired in any way;
  - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
  - h) That COVID-19 is contagious in nature and the Participant may be exposed to, or infected by, COVID-19 and such exposure may result in personal injury, illness, permanent disability, or death; and,
  - i) That they are responsible for the choice of the Participant's safety or protective equipment and the secure fitting of that equipment.
- 9. In consideration of the Organization allowing the Participant to participate, the Parties agree:
  - a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to participate in the Activities;
  - b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities; and
  - c) That this Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Nova Scotia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

### Release of Liability and Disclaimer

- 10. In consideration of the Organization allowing him/her to participate, I agree
  - a) That the sole responsibility for his/her safety remains with me;
  - b) To ASSUME all risks arising out of, associated with or related to his/her participation;
  - c) That I am not/he is not/she is not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to participate in the Activities;



- d) To WAIVE any and all claims that I/he/she may have now or in the future against the Organization;
- e) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from his/her participation in the Activities;
- f) To FOREVER RELEASE and INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I/he/she has or may have in the future, that might arise out of, result from, or relate to his/her participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization;
- g) To FOREVER RELEASE AND INDEMNIFY the Organization from any action related to him/her becoming exposed to or infected by COVID-19 as a result of, or from, any action, omission or negligence of himself/herself or others, including but not limited to the Organization;
- h) That the Organization is not responsible or liable for any damage to my/his/her vehicle, property, or equipment that may occur as a result of the Activities;
- i) That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect him/her from the risks, dangers and hazards associated with the Activities; and
- j) This release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Nova Scotia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

11. The parties agree that if any portion of the agreement is held illegal, invalid, or unenforceable, the balance of the agreement shall, notwithstanding, continue in full legal force and effect.

**Jurisdiction**

12. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the Province of Nova Scotia and they further agree that the substantive law of the Province of Nova Scotia will apply without regard to conflict of law rules.

**Acknowledgement**

13. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators, legal or personal representatives, as well as assigns.